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8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

11  
12 In re:

13 THE LITIGATION PRACTICE GROUP  
14 P.C.,

15 Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**CHAPTER 11 TRUSTEE'S NOTICE OF  
MOTION AND MOTION FOR ORDER  
APPROVING STIPULATION RE  
AVOIDANCE AND RECOVERY OF  
AVOIDABLE TRANSFERS TO DEFENDANT  
PHOENIX LAW, PC AND TURNOVER OF  
ALL RELATED PROPERTY TO THE  
TRUSTEE AND ORDER OF DISMISSAL  
WITHOUT PREJUDICE OF DEFENDANTS  
WILLIAM TAYLOR CARSS AND MARIA  
EEYA TAN; MEMORANDUM OF POINTS  
AND AUTHORITIES; DECLARATION OF  
RICHARD A. MARSHACK IN SUPPORT  
THEREOF; EXHIBITS**

22 Date: [To be set]  
23 Time: [To be set]  
24 Judge: Hon. Scott C. Clarkson  
Place: Courtroom 5C  
411 West Fourth Street  
Santa Ana, California 92701

1 **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY**  
2 **JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; THE DEBTOR; THE**  
3 **PARTIES TO THE SETTLEMENT; THE SCHEDULED CREDITORS OF THE ESTATE**  
4 **AND THOSE WHO HAVE FILED PROOFS OF CLAIM, AND THEIR RESPECTIVE**  
5 **COUNSEL OF RECORD, IF ANY:**

6 **NOTICE IS GIVEN** that on July 6, 2023, Richard A. Marshack, the Chapter 11 Trustee  
7 (the “Trustee”) of debtor The Litigation Practice Group, P.C. (“LPG” or the “Debtor”) in the above-  
8 captioned bankruptcy case (the “Case”), filed the above-captioned Motion on shortened notice (the  
9 “Motion”) and hereby moves for entry of an order that finds and directs as follows:

10 1. The Motion is granted.

11 2. That certain Stipulation for Agreed Judgment (1) Avoiding, Recovering, and  
12 Preserving Transfers to Defendant, Phoenix Law Group, Inc.; (2) Turning Over All of Transferred  
13 Property to Trustee; and (3) Dismissing Without Prejudice Defendants William Taylor Carss and  
14 Maria Eeeya Tan (the “Stipulation”) by and between the Trustee, in his capacity as the duly  
15 appointed and acting Trustee for the Debtor, on the one hand, and Phoenix Law, PC (“Phoenix”),  
16 William Taylor “Ty” Carss, and Eeya Tan, on the other hand, attached as **Exhibit 1** hereto, is  
17 approved.

18 3. Notice of the Motion was adequate and proper.

19 4. The Court reserves jurisdiction to determine any disputes arising in connection with  
20 the Stipulation.

21 5. Such other and further relief as is just and proper under the circumstances is granted.

22 6. The Motion is made pursuant to Section 105 of Title 11 of the United States Code  
23 and Rule 9019 of the Federal Rules of Bankruptcy Procedure on the grounds that, in the Trustee’s  
24 sound business judgment, the Proposed Stipulation is in the best interests of the consumer clients,  
25 the Estate and all creditors, including consumer creditors. Entry into the Stipulation will resolve  
26 certain aspects of the related adversary proceeding [Adv. Proc. No. 8:23-ap-01046-SC] (the  
27  
28

1 “Adversary Proceeding”) and return assets to the Estate. As a result, the Trustee seeks Court  
2 approval to execute the Stipulation, the salient terms of which are summarized<sup>1</sup> as follows:

3 **In exchange for compliance with the Stipulation thereon, Phoenix will, among other**  
4 **things:**

- 5 • Agree to the entry of a judgment finding that the Debtor’s transfer of approximately  
6 40,000 customer files (“Files”) to it is avoidable as a preferential or fraudulent  
7 conveyance and these Files can be recovered by the Debtor pursuant to 11 U.S.C.  
8 §§ 547, 548, and 550;
- 9 • Agree to turn over the Files and all related material to the Debtor and cooperate with  
10 the Trustee in all respects related to the transfer of the Files and related material;
- 11 • Agree that Phoenix is the sole party liable for any and all liabilities, causes of action,  
12 or claims, at law or equity, that arose or came into existence following the date that  
13 the Files were transferred to Phoenix until title to and ownership of the Files is  
14 transferred to a third party purchaser for value pursuant to a proper order of the Court.

15 **In return, the Trustee will agree to the dismissal without prejudice of Defendants**  
16 **Carss and Tan from the Adversary Proceeding.**

17 **NOTICE IS FURTHER GIVEN** that this Motion is based upon (a) this Notice of Motion  
18 and Motion, (b) the attached Memorandum of Points and Authorities, Declaration of Richard A.  
19 Marshack, and Exhibits thereto, (c) the concurrently filed Notice of Motion and Hearing, (d) the  
20 arguments of counsel, if any, in support of the Motion at the hearing thereon, (e) the entire record  
21 of this Case, and (f) any other evidence presented to the Court in support of the Motion.

22 *[Remainder of Page Intentionally Left Blank]*

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28 <sup>1</sup> The Stipulation contains additional terms, and this summary is provided for ease of reference  
only. All capitalized terms not defined herein shall have the same meaning ascribed to them in the  
Stipulation.

1           **NOTICE IS FURTHER GIVEN** that pursuant to Rule 9075-1 of the Local  
2 Bankruptcy Rules of the U.S. Bankruptcy Court for the Central District of California (the “Local  
3 Bankruptcy Rules”), the Trustee seeks to have this Motion heard on shortened notice at a date  
4 and time to be determined by the Court. Once the Court has scheduled a hearing, the Trustee will  
5 provide separate notice of the hearing date and time and the deadline for filing any opposition to  
6 the Motion.

7  
8 Dated: July 6, 2023

DINSMORE & SHOHL LLP

9  
10 By: /s/ Jonathan Serrano  
11 Christopher B. Ghio  
12 Christopher Celentino  
13 Jonathan Serrano  
14 Special Counsel to Richard A. Marshack,  
15 Chapter 11 Trustee  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. STATEMENT OF RELEVANT FACTS**

On March 20, 2023 (the “Petition Date”), debtor The Litigation Practice Group, P.C. (the “Debtor” or “LPG”) filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), commencing the above-captioned bankruptcy case (the “Case”). *See* Pet., ECF No. 1. On May 4, 2023, the Bankruptcy Court entered an *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Docket No. 58], and on May 8, 2023, the Trustee filed his *Acceptance of Appointment as Chapter 11 Trustee* [Docket No. 63]. The Court entered the *Order Approving the U.S. Trustee’s Application for the Appointment of a Chapter 11 Trustee* on the same date [Docket No. 65], and the Trustee has continued to serve in this capacity and for the protection of all creditors and consumer clients since this date.

On May 25, 2023, the Trustee filed Adversary Proceeding No. 8:23-ap-01406-SC (the “Adversary Proceeding”) against Tony Diab and numerous other defendants including Phoenix Law, PC (“Phoenix”), Eeya Tan, and William Taylor “Ty” Carss. On June 15, 2023, the Trustee filed his amended complaint in the Adversary Proceeding, primarily naming additional defendants and modifying allegations with regard to Greyson Law Center, PC. *See* Am. Compl., Adv. ECF No. 62.

As to Phoenix, the Trustee’s amended complaint in the Adversary Proceeding seeks the avoidance and recovery of approximately 40,000 client files and related materials that were transferred from the Debtor to Phoenix prior to the Petition Date. Mr. Carss and Ms. Tan were named as parties in the Adversary Proceeding with respect to the Trustee’s claims for injunctive relief.

On May 26, 2023, the Trustee obtained an emergency order (the “TRO”) that, among other things, restricted Phoenix’s use and access to the Files and related information. *See* TRO, Adv. ECF No. 13, and as amended on June 6, 2023, Adv. ECF No. 21.

On June 12, 2023, the Court held a hearing regarding preliminary injunction, where the Court granted a preliminary injunction, thereby extending the TRO with certain modifications.

1 Following the entry of the TRO, Trustee, Phoenix, and Defendants Carss and Tan have  
2 engaged in good faith, arms-length negotiations that have resulted in the terms and conditions  
3 agreed to in the Stipulation. Subject to Phoenix's compliance with the turnover and cooperation  
4 provisions of the Stipulation, entry into the Stipulation will resolve the Trustee's claims against  
5 Phoenix in the Adversary Proceeding. The Trustee is also agreeing to dismiss without prejudice  
6 Defendants Carss and Tan from the Adversary Proceeding. The Stipulation was filed in the  
7 Adversary Proceeding on June 27, 2023. *See* Stip., Adv. ECF No. 77. To provide notice to all  
8 parties in interest, the Trustee requests the Bankruptcy Court approve the execution of the  
9 Stipulation as a "settlement or compromise" pursuant to Rules 2002(a) and 9019 of the Federal  
10 Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and 11 U.S.C. § 105(a).

## 11 **II. THE STIPULATION**

12 The Stipulation contains an agreed judgment whereby Phoenix agrees and acknowledges  
13 that the pre-petition transfer(s) of the Files to it are avoidable and recoverable transfer(s) pursuant  
14 to 11 U.S.C. § 547, 548, and 550. Pursuant to the Stipulation, Phoenix agrees to turn over the Files  
15 and all related materials to the Debtor and to cooperate with the Debtor in the transfer of the Files.  
16 The Court will retain oversight of Phoenix's compliance with the Stipulation in the Adversary  
17 Proceeding. Phoenix also agrees and acknowledges that any and all claims, causes of action, and  
18 liabilities, whether at law or equity, for the Files that arose or came into existence after the transfer  
19 of the Files to Phoenix will remain with Phoenix until such time as ownership of the Files is  
20 transferred to a third party purchaser for value pursuant to a proper order of the Bankruptcy Court.  
21 With the return of the Files and Phoenix's agreement to remain liable for the Files until the closing  
22 of a sale of the Files, the Trustee is willing to dismiss Defendants Carss and Tan without prejudice.

23 The foregoing is a summary of the terms of the proposed Stipulation. The actual terms of  
24 the Stipulation are as set forth in **Exhibit 1** to the Declaration of Richard A. Marshack. Interested  
25 parties are encouraged to read the Stipulation. Any perceived conflict between the foregoing  
26 summary and the terms of the Stipulation, if any at all, shall be controlled by the Stipulation.



1 **III. THE COURT SHOULD APPROVE THE STIPULATION UNDER BANKRUPTCY**  
2 **RULE 9019**

3 The authority granted to a trustee to compromise a controversy or agree to a settlement is  
4 set forth in Bankruptcy Rule 9019(a), which provides in pertinent part that “[o]n motion by the  
5 [debtor in possession] and after hearing on notice to creditors ..., the court may approve a  
6 compromise or settlement.” Fed. R. Bankr. P. 9019(a). Under these circumstances, the decision of  
7 whether a compromise should be accepted or rejected lies within the sound discretion of the court.  
8 *In re Carson*, 82 B.R. 847, 852 (Bankr. S.D. Ohio 1987); *In re Hydronic Enterprise, Inc.*, 58 B.R.  
9 363, 365 (Bankr. D. R.I. 1986); *In re Mobile Air Drilling Co., Inc.*, 53 B.R. 605, 607 (Bankr. N.D.  
10 Ohio 1985); *Knowles v. Putterbaugh (In re Hallet)*, 33 B.R. 564, 565 (Bankr. D. Me. 1983).

11 The Court of Appeals for the Ninth Circuit has long recognized that “[t]he bankruptcy court  
12 has great latitude in approving compromise agreements.” *Woodson v. Fireman’s Fund Ins. Co. (In*  
13 *re Woodson)*, 839 F.2d 610, 620 (9th Cir. 1988). “The purpose of a compromise agreement is to  
14 allow the [debtor in possession] and the creditors to avoid the expenses and burdens associated with  
15 litigating sharply contested and dubious claims.” *Martin v. Kane (In re A & C Properties)*, 784  
16 F.2d 1377, 1380–81 (9th Cir. 1986), cert. denied, 479 U.S. 854 (1986). Accordingly, in approving  
17 a settlement agreement, the court need not conduct an exhaustive investigation of the claims sought  
18 to be compromised. *See United States v. Alaska National Bank (In re Walsh Constr., Inc.)*, 669  
19 F.2d 1325, 1328 (9th Cir. 1982). Rather, it is sufficient that the court find that the settlement was  
20 negotiated in good faith and is reasonable, fair, and equitable. *See In re A & C Properties*, 784 F.2d  
21 at 1381.

22 The Court of Appeals for the Ninth Circuit has identified the following factors for  
23 consideration in determining whether a proposed settlement agreement is reasonable, fair, and  
24 equitable:

- 25 (a) the probability of success in the litigation;  
26 (b) the difficulties, if any, to be encountered in the matter of collection;  
27 (c) the complexity of the litigation involved, and the expense, inconvenience, and delay  
28 necessarily attending it; and

1 (d) the paramount interest of the creditors and a proper deference to their reasonable  
2 views in the premises. *In re A & C Properties*, 784 F.2d at 1381 (the “A & C Factors”).

3 A court should not substitute its own judgment for the judgment of the trustee. *Matter of*  
4 *Carla Leather, Inc.*, 44 B.R. 457, 465 (Bankr. S.D. N.Y. 1984). A court, in reviewing a proposed  
5 settlement, is not to decide the numerous questions of law and fact but rather to canvass the issues  
6 to determine whether the settlement falls below the lowest point in the range of reasonableness. *In*  
7 *re W.T. Grant & Co.*, 699 F.2d 599, 608 (2d Cir. 1983), accord, *Newman v. Stein*, 464 F.2d 689,  
8 693 (2d Cir. 1972). The court should not conduct a “mini-trial” on the merits of the underlying  
9 cause of action. *Matter of Walsh Const., Inc.*, 669 F.2d 1325, 1328 (9th Cir. 1982); *In re Blair*, 538  
10 F.2d 849 (9th Cir. 1976). “It is well established that compromises are favored in bankruptcy.” *In*  
11 *re Lee Way Holding Co.*, 120 B.R. 881, 891 (Bankr. S.D. Ohio 1990).

12 For all of the reasons set forth above and further explained below, the Trustee believes that  
13 the Stipulation is reasonable, fair and equitable, and in the best interests of the Estate and its  
14 creditors. A review of the A & C Factors outlined below supports approval of the Stipulation.

15 **A. The Probability of Success in the Litigation.**

16 Trustee is likely to prevail on the merits as it relates to the avoidance of the transfer of the  
17 Files and their subsequent recovery from Phoenix. The Stipulation therefore provides the Trustee  
18 with all the relief sought against Phoenix in the Adversary Proceeding and requires Phoenix’s  
19 cooperation in the return/transfer of the Files to the Debtor or its assignees. Furthermore, Phoenix  
20 has agreed to assume all liability for the Files that arose or came into existence following their  
21 transfer to Phoenix until ownership of such files is transferred to a third party purchaser for value.  
22 This assumption of liability protects the Debtor from additional claims. As such, the Stipulation is  
23 reasonable and fair, reduces further litigation costs and provides a substantial benefit to the Debtor  
24 and its clients by permitting the transfer of the Files to a competent and capable law firm as part of  
25 a sale of assets herein.

26 **B. The Difficulties, if any, to Be Encountered in the Matter of Collection.**

27 Trustee anticipates the cost and delay of obtaining a judgment against Phoenix that would  
28 find the transfer of the Files to be avoidable and recoverable pursuant to 11 U.S.C. §§ 547, 548,

1 and 550 of the Bankruptcy Code would be significant and would hinder the Trustee's efforts to  
2 transfer the Files to a purchaser as part of a sale pursuant to 11 U.S.C. § 363. After the Files are  
3 transferred to a purchaser, the former clients of the Debtor will be able to receive the legal services  
4 that were promised to them. As such, the Stipulation is fair and reasonable and intended to benefit  
5 the consumer client while also providing assets to the Estate for the benefit of all creditors, including  
6 consumer creditors and should be approved.

7 **C. The Complexity of the Litigation Involved, and the Expense, Inconvenience,**  
8 **and Delay Necessarily Attending It.**

9 Litigation to determine the terms and conditions of the transfer of the Files to Phoenix and  
10 identification of all subsequent financial or other activity would require an accounting of the history  
11 of each File once the respective rights of the parties had been adjudicated. While this accounting  
12 took place, the needs of the clients contained in the Files would go unmet. Entry of the Stipulation  
13 now eliminates the expense, inconvenience, and delay of further litigation and expedites the Files  
14 being transferred to a capable provider of legal services. As such, the Stipulation should be  
15 approved.

16 **D. The Paramount Interest of the Creditors and a Proper Deference to Their**  
17 **Reasonable Views in the Premises.**

18 Trustee believes that recovering the Files from Phoenix is a necessary step before all of the  
19 Debtor's client files can be transferred to a competent, capable provider of legal services as part of  
20 a sale pursuant to 11 U.S.C. § 363. Phoenix's cooperation with the turnover and transfer and  
21 assumption of any claims related to the Files pending their transfer to a third party will assist the  
22 resumption of legal services for the Files from a licensed legal provider who can comply with all  
23 applicable regulations and statutes. Putting the interests of consumer clients and creditors above  
24 all others, the Trustee has exercised his business judgment in negotiating and reaching the terms to  
25 the Stipulation pending and subject to Bankruptcy Court approval for all the reasons stated herein.  
26 The creditors, including consumer creditors, of the Estate are best served by the consensual  
27 resolution of the disputes between the Debtor and Phoenix stated in the Stipulation.  
28

1 **IV. CONCLUSION**

2 Based upon all of the foregoing, the Trustee respectfully requests the Court to enter an order  
3 granting the relief requested in the Motion.

4  
5 Dated: July 6, 2023

Respectfully submitted,

6  
7 DINSMORE & SHOHL LLP

8 /s/ Jonathan Serrano

9 By: Christopher B. Ghio  
10 Christopher Celentino  
Jonathan Serrano  
11 Special Counsel to Richard A. Marshack,  
Chapter 11 Trustee  
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**DECLARATION OF RICHARD A. MARSHACK**

I, RICHARD A. MARSHACK, declare:

1. I am the Chapter 11 Trustee ("Trustee") for the bankruptcy estate ("Estate") of The Litigation Practice Group, P.C. ("Debtor") in the above-captioned bankruptcy case ("Case"). As such, except as expressly stated otherwise, I have personal knowledge of the facts set forth below and could and would competently testify under oath thereto if requested to do so.

2. I submit this Declaration in support of my *Motion for Order Approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee and Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan* (the "Motion"). Capitalized terms not otherwise defined herein have the same meanings ascribed to them in the Motion.

3. The Court may take judicial notice of the following:

a. On March 20, 2023, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the Case.

b. After the Office of the United States Trustee (the "UST") filed the *Motion by United States Trustee to Dismiss or Convert Case Pursuant to 11 U.S.C. § 1112(b)* [Docket No. 21] and creditors Debt Validation Fund II, LLC; MC DVI Fund 1, LLC; and MC DVI Fund 2, LLC filed the *Motion by DVF and MC DVI to Dismiss Chapter 11 Case Pursuant to 11 U.S.C. §§ 105, 305, 349, & 1112, or in the Alternative Convert This Case to Chapter 7 or Appoint a Trustee* [Docket No. 44], on May 4, 2021, the Court entered the *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Docket No. 58], thereby granting the UST's motion and directing the UST to appoint a Chapter 11 Trustee in the Case.

c. Pursuant to the *Acceptance of Appointment as Chapter 11 Trustee* [Docket No. 63], on May 8, 2023, I accepted my appointment as the Chapter 11 Trustee in the Case, and I continue to serve in this capacity at this time.

d. On May 25, 2023, I initiated an adversary proceeding, *Marshack v. Diab et al.* (Adv. Proc. No. 8:23-ap-1046-SC), against LPG's alter egos, fraudulent transferees, and other related parties. In the complaint, I alleged six causes of action for injunctive relief, avoidance,

1 recovery, and preservation of actual and constructive fraudulent transfers, and turnover. With  
2 respect to Phoenix, the adversary complaint sought to avoid and recover the pre-petition transfer of  
3 approximately 40,000 customer files (collectively “Files”) from the Debtor to Phoenix and to order  
4 the turnover of all property related to those Files.

5 e. On May 26, 2023, the Court entered the *Amended Order on Trustee, Richard*  
6 *Marshack’s Omnibus Emergency Motion for: 1) Turnover of Estate Property and Recorded*  
7 *Information Pursuant to 11 U.S.C. § 542; 2) Preliminary Injunction; 3) Lock-Out; 4) Re-Direction*  
8 *of United States Parcel Services Mail; 5) Order to Show Cause re Compliance With Court Order;*  
9 *and 6) Other Relief as Necessary to Efficient Administration of This Matter* [Adv. Docket No. 21]  
10 (the “TRO”), authorizing turnover of estate property and recorded information, lock-out, and an  
11 order to show cause regarding compliance with court order, among other relief.

12 f. On June 12, 2023, the Court held a hearing regarding preliminary injunction,  
13 where the Court granted a preliminary injunction, thereby extending the TRO with certain  
14 modifications.

15 4. Following entry of the preliminary injunction, my counsel discussed the TRO with  
16 Phoenix, Mr. Carss, and Ms. Tan. All parties wanted to resolve their dispute as quickly as possible  
17 and in a manner that protected the individual clients whose Files were transferred.

18 5. Based on these discussions, the parties have agreed to the terms of the Stipulation,  
19 pending the approval of the Bankruptcy Court. Following entry of an order approving the  
20 Stipulation, the Stipulation will provide that Phoenix agrees and acknowledges that the pre-petition  
21 transfer of the Files to it is avoidable and recoverable in the Adversary Proceeding pursuant to 11  
22 U.S.C. §§ 547, 548, and 550. Phoenix will also agree (i) to turn over the Files and all related  
23 material to the Trustee, (ii) to cooperate generally with the turn over, and (iii) to stipulate that any  
24 and all liability for any claims, causes of action, or other matters related to the Files that arose after  
25 the Files were transferred will remain with Phoenix until such time as title to the Files is transferred  
26 to a third party purchaser for value pursuant to proper order of this Court. Finally, the Trustee  
27 agrees to dismiss Mr. Carss and Ms. Tan from the Adversary Proceeding without prejudice.

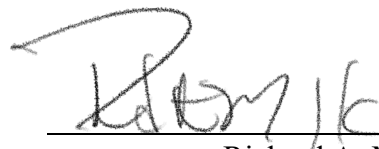
1           6.       Entry into the Stipulation will grant the Debtor all the relief it sought against Phoenix  
2 in the Adversary Proceeding and will grant the Debtor additional concessions that were not  
3 requested or sought in the complaint. The Bankruptcy Court will retain jurisdiction over Phoenix  
4 to monitor its compliance with the Stipulation, which is attached as **Exhibit 1**.

5           7.       In my business judgment, I do not believe I could obtain a superior outcome in the  
6 Adversary Proceeding with respect to the claims against Phoenix than those provided in the  
7 Stipulation. The Stipulation will return all Files and related materials to the Debtor, will require  
8 Phoenix's cooperation in the turn over and transition process, and will leave all liability for any  
9 claims or causes of action related to the Files that arose from the initial transfer of the Files to  
10 Phoenix until such time as title to the Files is transferred to a third party purchaser for value pursuant  
11 to a proper order of this Court.

12           8.       I believe the relief sought in the Motion is in the best interests of the Debtor and its  
13 creditors as it will permit a sale of the Files along with other assets of the Debtor to a third party  
14 that can handle the Files in compliance with applicable law and provide the Debtor's former  
15 customers with the services they desire while providing substantial consideration to the Estate  
16 pursuant to the sale of assets.

17           I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct.

19  
20 DATED: July 6, 2023



Richard A. Marshack

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Dinsmore & Shohl LLP  
550 S. Hope Street, Suite 1765  
Los Angeles, California 90071

A true and correct copy of the foregoing document entitled (*specify*): ***Chapter 11 Trustee's Notice of Motion and Motion for Order Approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee And Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan; Memorandum of Points and Authorities; Declaration of Richard A. Marshack in Support Thereof; Exhibits*** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On July 6, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) July 6, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on July 6, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 6, 2023

Katrice Ortiz

/s/ Katrice Ortiz

Date

Printed Name

Signature



**In re The Litigation Practice Group, P.C.**  
**U.S.B.C., Central District of California, Santa Ana**  
**Case No. 8:23-bk-105701-SC**

**I. SERVED ELECTRONICALLY VIA NEF:**

- **Eric Bensamochan:** eric@eblawfirm.us, G63723@notify.cincompass.com
- **Ronald K Brown:** ron@rkbrownlaw.com
- **Christopher Celentino:** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
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- **Joon M Khang:** joon@khanglaw.com
- **Ira David Kharasch:** ikharasch@pszjlaw.com
- **David S Kupetz:** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
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- **Daniel A Lev:** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
- **Michael D Lieberman:** mlieberman@lipsonnelson.com
- **Richard A Marshack (TR):** pkraus@marshackhays.com,  
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- **Laila Masud:** lmasud@marshackhays.com,  
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- **Kenneth Miskin:** Kenneth.M.Miskin@usdoj.gov
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- **Olivia Scott:** olivia.scott3@bclplaw.com
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- **Paul R Shankman:** PShankman@fortislaw.com, info@fortislaw.com
- **Leslie Skorheim:** leslie.skorheim@usdoj.gov
- **Andrew Still:** astill@swlaw.com, kcollins@swlaw.com
- **United States Trustee (SA):** ustpreion16.sa.ecf@usdoj.gov
- **Sharon Z. Weiss:** sharon.weiss@bclplaw.com,  
raul.morales@bclplaw.com,REC\_KM\_ECF\_SMO@bclplaw.com
- **Johnny White:** JWhite@wrsllawyers.com, jlee@wrsllawyers.com;eweiman@wrsllawyers.com

1 **II. SERVED VIA REGULAR U.S. MAIL:**

2 N/A

3 **III. SERVED VIA OVERNIGHT MAIL (FED EX):**

4 **United States Bankruptcy Court**

5 Honorable Scott Clarkson  
6 United States Bankruptcy Court  
7 Central District of California  
8 411 West Fourth Street, Suite 5130 / Courtroom 5C  
9 Santa Ana, California 92701  
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